Case 19-21834-GLT Doc 27 Filed 07/16/19 Entered 07/16/19 14:13:18 Desc Main Document Page 1 of 9

Fill in this info	ormation to ident	ify your case:						
Debtor 1	Wintis	K.	Gibson			Check if this is	s an ar	mended
	First Name	Middle Name	Last Name			plan, and list be sections of the		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name			been changed	-	
United States Ba	inkruptcy Court for th	ne Western District of P	² ennsylvania		3.1,	3.3, 4.3, 5.4		
Case number (if known)	r <u>19-21834-GL</u>	<u>.T</u>						
Western	District of	Pennsylvan						
		Dated: Jul						
<u> </u>	1011011							
Part 1: Not	tices							
To Debtors:	indicate that t	he option is appro	may be appropriate opriate in your circ	umstances. Plans	that do not o	comply with loc	al rule	
	In the following	notice to creditors, y	you must check each	box that applies.				
To Creditors:	YOUR RIGHTS	MAY BE AFFECTI	ED BY THIS PLAN.	YOUR CLAIM MAY	BE REDUCED	, MODIFIED, OR	ELIMII	NATED.
		d this plan carefully ay wish to consult o	and discuss it with yone.	our attorney if you ha	ave one in this l	oankruptcy case.	If you	do not have
	ATTORNEY M THE CONFIRM PLAN WITHOU	UST FILE AN OBJ NATION HEARING, JT FURTHER NOTI	TREATMENT OF STEETION TO CONFI UNLESS OTHERWICE IF NO OBJECTIFIED A TIMELY PRO	RMATION AT LEAS VISE ORDERED BY ON TO CONFIRMAT	ST SEVEN (7) I THE COURT. TION IS FILED.	DAYS BEFORE THE COURT I SEE BANKRUI	THE D MAY C PTCY F	ATE SET FO CONFIRM TH RULE 3015.
	includes each	of the following is	articular importance. tems. If the "Inclu t out later in the pla	ded" box is unched				
payment			nges set out in Part creditor (a separa			Included	•	Not Included
	•		y, nonpurchase-mo I to effectuate such	,	st, set out in	○ Included	•	Not Included
.3 Nonstanda	ard provisions, s	et out in Part 9				Included	•	Not Included
					ļ			
Part 2: Pla	n Payments an	d Length of Plan	1					
Debtor(s) will	make regular pa	yments to the trust	tee:					
Total amount	of \$ <u>1647.98</u>	per month for	a remaining plan ter	rm of 60 months	shall be paid	to the trustee fro	m futur	re earnings a
tollows:								
follows: Payments	By Income Atta	chment Directly b	y Debtor	By Automated Ba	ank Fransfer			
	By Income Attac	chment Directly b	sy Debtor \$1,647.98	By Automated Ba	ank Transfer			
Payments	By Income Attack		•	By Automated Ba				

Debtor(s**Casse**id**.9-20:83**4-GLT Doc 27 Filed 07/16/19 Entered 07/16/19 @প্র প্রাথম তি তেওঁ প্রের্জন বিশ্ব বিশ্ব

2.2	Additional payments:							
	Unpaid Filing Fees. available funds.	The balance of \$	shall	l be fully paid by	the Trustee to	the Clerk of	the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is ch	necked, the rest of Section	n 2.2 need not be	e completed or i	reproduced.			
	1 1 ' ' '	ake additional payment each anticipated payment	` '	ee from other s	ources, as spe	cified belov	v. Describe the	source, estimated
2.3 Po	plus any additional sou	e paid into the plan (pla urces of plan funding de			y the trustee b	ased on th	e total amount	of plan payments
Pa	rt 3: Treatment of S	Secured Claims						
3.1	The debtor(s) will ma	necked, the rest of Section	n 3.1 need not be	e completed or r	reproduced. ne secured clair			
the applicable contract and noticed in conformity with any applicable rules. These payments arrearage on a listed claim will be paid in full through disbursements by the trustee, with ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered as to that collateral will cease, and all secured claims based on that collateral will no longer				trustee, withourwise ordered b	ee, without interest. If relief from the automatic stay is ordered by the court, all payments under this paragraph			
	Name of creditor	Colla	teral		Current installm paymen (includin	ent	Amount of arrearage (if any)	Start date (MM/YYYY)
	Freedom Mortgage (5-1)	Corp(per claim ₄₄₄₉	Whitebush St(re	esidence)	\$8	60.84	\$15,982.07	06/2019
	Insert additional claims as	s needed.						
3.2	Request for valuation of	f security, payment of fu	ully secured cla	ims, and modif	fication of unde	ersecured o	laims.	
	Check one.							
	None. If "None" is ch	necked, the rest of Section	n 3.2 need not be	e completed or i	reproduced.			
	The remainder of the	is paragraph will be effe	ective only if the	e applicable bo	x in Part 1 of th	his plan is d	checked.	
The debtor(s) will request, by filing a separate adversary proceeding , that the court determine the value of the secul below.						e of the secured	claims listed	
	For each secured claim li Amount of secured claim.	For each listed claim, th	e value of the se	cured claim will	be paid in full w	ith interest	at the rate state	d below.
	The portion of any allowe amount of a creditor's se unsecured claim under Pa	cured claim is listed belo	ow as having no	value, the cre	ditor's allowed	claim will be	e treated in its	
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount o secured claim	rate	Monthly payment to creditor
		\$0.00			\$0.00			

Insert additional claims as needed.

Debtor(sCasietisL9-211s834-GLT Doc 27 Filed 07/16/19 Entered 07/16/49 1444 3:1819-40 49 40 40 40 1 Page 3 of 9 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment rate to creditor Ally Bank(per claim 6-1)(to 2014 Dodge Charger \$18.624.20 5.14% \$352.66 be paid over 60 months) Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one.

Name of creditor

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Collateral

Insert additional claims as needed.

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3.b	Secure	אמז כ	ciaims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Insert additional claims as nee	ded.				

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Russell A. Burdelski, Esquire	In addition to a retainer of S	\$ <u>1,000.00</u>	(of which \$0.00	was a
payment to reimburse costs advanced and/or a no-look costs deposi	t) already paid by or on behalf	of the debtor,	the amount of \$	3,000.00 is
to be paid at the rate of \$ <u>250.00</u> per month. Including any retai	ner paid, a total of \$ <u>4000</u>	in fees and	costs reimburser	ment has been
approved by the court to date, based on a combination of the r	no-look fee and costs deposit	and previou	sly approved ap	plication(s) for
compensation above the no-look fee. An additional \$ <u>1050</u> v	vill be sought through a fee ap	plication to be	e filed and approv	ved before any
additional amount will be paid through the plan, and this plan conta	ins sufficient funding to pay th	at additional a	amount, without o	diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.			

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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15	Priority Domestic Support	Obligations not as	seigned or owed to	a governmental unit
4.0	Priority Domestic Suppor	. Obligations not as	ssianea or owea to	a governmental unit.

	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.							
	Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, e.g. F SCDU)	PA Description		Claim	Monthly payment or pro rata			
	Insert additional claims as needed.							
4.6	Domestic Support Obligations assigned or owe Check one.	ed to a governmental	unit and paid less tha	n full amount.				
		n 4 6 need not be com	nleted or reproduced					
The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires t payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).								
	Name of creditor		Amount of claim to	be paid				
				\$0.00				
	Insert additional claims as needed.							
4.7	Priority unsecured tax claims paid in full.							
	Name of taxing authority T	otal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods			
		\$0.00		0%				
	Insert additional claims as needed.							

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Part 5:			
	Pа	rt	5

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	assified.					
	Debtor(s) ESTIMATE(S) that a total of \$0.00	_ will be available for disti	ribution to nonpriority unsec	cured creditors.			
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C		paid to nonpriority unsecure	ed creditors to comply	with the liquidation		
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determine tors is 0.00%. The unless all timely filed clai	ned only after audit of the parcentage of payment roms have been paid in full.	olan at time of complet may change, based up Thereafter, all late-filed	ion. The estimated on the total amount I claims will be paid		
5.2	Maintenance of payments and cure of any defau	ılt on nonpriority unsecu	ıred claims.				
	Check one.						
	None. If "None" is checked, the rest of Section	5.2 need not be complete	ed or reproduced.				
The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for amount will be paid in full as specified below and disbursed by the trustee.							
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)		
		\$0.00	\$0.00	\$0.00			
	Insert additional claims as needed.						
5.3	Postpetition utility monthly payments.						
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.						
	Name of creditor	Monthly pay	ment Postpetit	ion account number			
	Insert additional claims as needed.						

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5.4	Other separately classified nonpriority unsecured claims.		

0			
r ,n	eck	one	

None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.

The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:

Name of creditor	Basis for separate classification and treatment	Amount of arrearag to be paid	^e Interest rate	Estimated total payments by trustee
Navient Solutions(per claim 1-1)	Debt is student loan in deferment and no distributions are to be made	\$0.00	0%	\$0.00

Insert additional claims as needed.

Part 6: Executory Contracts and Unexpired Leases

5.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.

Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.

Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	

Insert additional claims as needed.

Part 7: Vesting of Property of the Estate

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

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Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/Wintis K. Gibson	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on Jul 16, 2019	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X /s/Russell A. Burdelski, Esquire	Date Jul 16 , 2019	
Signature of debtor(s)' attorney	MM/DD/YYYY	